

STATE OF IDAHO
DEPARTMENT OF LANDS



CLEARWATER ROAD GRADING
REQUEST FOR QUOTE NO. 17-226
DUE BEFORE 3:00:00 PM PDT ON APRIL 1, 2016

**REQUEST FOR QUOTE
AND
INSTRUCTIONS**

Quotes will be received by the Idaho Department of Lands for the following:

CLEARWATER ROAD GRADING

INSTRUCTIONS

The right is reserved to accept or reject bids on each item separately or as a whole. All price bids will be entered on the attached Schedule A. The signed Schedule A may be returned to either the Email or physical address listed below. Idaho Department of Lands shall award the bid to the qualified bidder submitting the lowest responsive Bid. In the case of math errors, the **PRICE PER UNIT** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for award.

QUESTIONS

Questions pertaining to this RFQ must be submitted in writing by email to Sherry Leason at sleason@idl.idaho.gov. A questions form has been provided for your use. The deadline for receiving questions is **3:00 PM PDT on Monday, March 28, 2016**. Responses to all questions received will be posted on the IDL website at www.idl.idaho.gov/contracting/index.html. Verbal questions will not be accepted.

QUOTES DEADLINE AND DELIVERY REQUIREMENTS

Quotes must be received and time stamped by the Idaho Department of Lands at 3284 W Industrial Loop Coeur d'Alene, Idaho, 83815 **before 3:00 PM PDT on APRIL 1, 2016**. The Department of Lands is not responsible for lost or undelivered Quotes or for failure of the United States Postal Service to deliver Quotes to the Idaho Department of Lands by the Quote deadline. The Idaho Department of Lands is not responsible for delayed delivery of electronically submitted quotes. The date and time of electronically received quotes, to the Idaho Department of Lands email address listed below, will be used to determine if electronically submitted quotes were received by the due date and time specified. **Late Quotes will not be accepted. Fax Quotes will not be accepted.**

Delivery Address:

Idaho Department of Lands
ATTN: Sherry Leason
Senior Buyer
3284 W Industrial Loop
Coeur d'Alene, ID 83815
OR
sleason@idl.idaho.gov

Quotes mailed in a sealed envelope are to be marked in the lower left hand corner and emailed quotes are to be marked in the subject line with the following information:

Quote For:	17-226 CLEARWATER ROAD GRADING
Quote Due Before:	April 1, 2016 at 3:00 PM PDT

A Quote submitted using "Express/Overnight" services must be shipped in a separate sealed inner envelope identified as stated above and enclosed inside the "Express/Overnight" shipping envelope.

IDAHO DEPARTMENT OF LANDS

STANDARD INFORMATION

ADDENDA

It will be the respondent's responsibility to check for any addenda prior to submitting a quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a respondent will be available to all other respondents if such information is necessary for purposes of submitting a quotation or if failure to give such information would be prejudicial to uninformed respondents.

BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

ORAL INFORMATION

The State will not be responsible for any verbal or oral information regarding a quote.

DISQUALIFICATION AND AWARD INFORMATION

The state reserves the right to make reasonable inquiry to determine the responsibility of a contractor. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful contractors must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a contractor to promptly supply information in connection with such a request is reason for disqualification. Except as otherwise provided by law, information furnished by the contractor pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the Contractor. Disqualification of a high ranking contractor may be pursued when their reputation, experience or references are such as to create a doubt about satisfactory job completion or if the price quotes are considerably below Department estimates and the other quotes. The purchasing agent will contact the contractor and request that they disqualify themselves by withdrawing in writing. If the contractor refuses to withdraw, the purchasing agent may notify the contractor in writing or email that the Department will not offer the contractor a contract and proceed with an award to the next responsible contractor.

PARTNERSHIPS

Contractors responding as partners must furnish the Idaho Department of Lands the name of the partnership, names of the partners, and the partnership's federal taxpayer ID number. All payments will be made to the partnership.

INTERNAL REVENUE SERVICES REPORTING REQUIREMENT

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

PUBLIC RECORDS

The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

WORKERS COMPENSATION INSURANCE

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code).

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

The Department of Lands may pay worker's compensation insurance premiums on behalf of the contractor if the contractor has no employees and, except for the provisions in this contract, is not otherwise required to carry worker's compensation insurance. The contractor must indicate they do not carry worker's compensation by checking the appropriate statement on the response form. The cost of the premium will be tallied in the quote evaluation so that a contractor paying worker's compensation premiums is not penalized. In no event will the premium be paid to the contractor.

Example: Contractor #1 quote total = \$8,000.00
Contractor does not provide worker's compensation

Contractor #2 quote total = \$9,000.00
Contractor provides worker's compensation

The following procedure will be used to evaluate the quote without worker's compensation.

(EXAMPLE – ALL RATES ARE EXAMPLES ONLY)

Quote times applicable worker's compensation rate times current Department of Lands' percentage reduction rate added to quote.

<u>Contractor #1</u>	<u>Worker's Class Rate</u>		<u>Reduction Rate</u>	<u>Premium Amt.</u>
\$8,000.00	x rate \$31.00 per/100	x	67.5	= \$1,674.00
			Plus quote amount	+8,000.00
			Total quote price	\$9,674.00

Contractor #2 would be the successful respondent and furnish a certificate to the Idaho Department of Lands

PREFERENCES

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsible quote. If the contractor who submitted the lowest quote is domiciled in a state which has a preference law that penalizes Idaho domiciled contractors, then the State must apply a preference. The penalty applied to out-of-state contractors competing against Idaho contractors is determined by the penalty applied by the contractor's domiciliary state to its out-of-state contractors.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A contractor domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled contractor provided that there exists for a period of one year preceding the date of the quote a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the contractor maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

REJECTION OF QUOTES AND CANCELLATION OF QUOTE SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a quote when: (i) it is in the best interests of the State of Idaho; (ii) the quote does not meet the minimum quote specifications; (iii) the quote is not the lowest responsible quote; (iv) a finding is made based upon available evidence that a respondent is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered deviates to a major degree from the quote specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the quote requirements of the State of Idaho). Deviations

will be considered major when such deviations appear to frustrate the competitive solicitation process or provide a respondent an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all quotations or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all quotes are deemed unreasonable or sufficient funds are not available; (vi) quotes were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

AWARD PROCEDURES

For contracts with a total solicitation value of \$100,000 or less, the State will email all respondents within five (5) working days following the solicitation closure of its intent to award a contract(s) and the party(ies) to whom the contract(s) will be awarded and will then email a contract award to the successful respondent(s).

For contracts with a total solicitation value of more than \$100,000, the State will notify all respondents within five (5) working days following the solicitation closure, by mail and/or email, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period set forth in Idaho Code, and there being no appeals received, the State will award a contract to the successful respondent(s).

Respondents to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required bonding and certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all respondent's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low respondent.

**SCHEDULE A
GENERAL ROAD GRADING
CONTRACT NO. 17-226**

EQUIPMENT	EQUIPMENT EQUIVALENT	ESTIMATED NUMBER OF UNITS (hours)	PRICE PER UNIT	TOTAL EXTENDED AMOUNT
Road Grading	Cat 14G, 16, JD 16H	80		\$ -
Water Truck w/ sprinkler	4,000 gallon (water roads before/during grading)	20		\$ -
Transport	Mob/Demob of heavy equipment	20		\$ -
			TOTAL QUOTE	\$ -

Equipment rates are fully operated. Transport miles will be from the location designated in the project description or actual miles whichever is less. Transport rates are paid one way. Other hour and mile rates are for on project only and do not include miles and hours to get to the site.

Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed request for service will be required prior to the starting of additional work.

In the case of math errors, the **PRICE PER UNIT** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for award.

NOTE: The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the quotes offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because no work is ordered under certain items or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

What is your State of domicile? _____ **Do you carry workers compensation insurance?** _____

Company Name _____ Contractor's Email _____

Contractor's Name _____ Contractor's Phone _____

Mailing Address _____ Taxpayer ID # _____

Contractors Signature _____ Signed by _____

Title _____ Please Print Name _____

STATE OF IDAHO
DEPARTMENT OF LANDS



GENERAL ROAD GRADING MASTER CONTRACT

CONTRACT NO. 17-226

**STATE OF IDAHO
DEPARTMENT OF LANDS

GENERAL ROAD GRADING
CONTRACT NO. 17-226**

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Schedule A

Attachment 1

Project Description, Work Supplements and Maps

Attached

**STATE OF IDAHO
DEPARTMENT OF LANDS
GENERAL ROAD GRADING
17-226**

DIVISION A – GENERAL

1. DEFINITIONS AND TERMS

- a. Agreement: This duly executed written agreement between Idaho Department of lands (IDL) and the Contractor resulting from the solicitation, which shall include these Terms and Conditions, the Statement of Work, the Cost Proposal, and all attachments thereto.
- b. Attachments: The attached project description(s), work supplement(s), work agreement(s), exhibit(s), map(s), and other labeled references are a part of this contract and any special terms therein are binding upon all parties.
- c. Contracting Officer: The IDL employee with the authority to enter into, administer, modify, and/or terminate this contract, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the contractor.
- d. Contracting Officer Representative (COR): The designated IDL representative, also referred to as the Forester-in-Charge (FIC), who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work.
- e. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- f. Contractor's Representative: The Contractor's representative, authorized in writing to act on the Contractor's behalf and to be present on the area at nearly all times. This person must be able IDL: Acceptable and legal references to the IDL for the purposes of this contract.
- g. Crew: May be one or more individuals performing work under this contract
- h. Idaho Department of Lands: Acceptable and legal references to the IDL for the purposes of this contract.
- i. Pre-work Conference: The meeting between the COR and Contractor about specifics of the contract administration.
- j. Procurement Manager or Purchasing Agent: The Contracting Officer for IDL.
- k. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- l. Request for Service: A specific road maintenance project that is not described in the attached project description or work supplements but agreed upon in writing by the Contractor and the Department of Lands.
- m. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- n. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- o. State: The State of Idaho including each agency unless the context implies other states of the United States.

- p. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the IDL acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the IDL in its regulatory and assistance duties, and in managing Idaho's public trust lands.

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract. The State does not assume liability as an employer.

3. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

4. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

5. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

6. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

7. PAYMENTS

Payment(s) shall be made to the Contractor following satisfactory completion of all contract requirements and as described in the attached project description(s) documented in an inspection report(s). Payment(s) will be at the rate(s) set forth in Schedule A. Total payments under this contract will not exceed the total amount listed in the Schedule A. All payments will be made according to Idaho Code Section 67-2302.

It is understood that full payment for all services provided under the contract is fully burdened to include, but is not limited to, all Contractor's costs of labor, materials, equipment, deliverables, transportation and travel related expenses including lodging and per diem, operating and administrative costs including advertising, postage, copy costs, and all other costs normally associated with the cost of doing business unless otherwise provided elsewhere in this contract.

8. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

9. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work or annually if the contract is renewed, must furnish the IDL with a notarized affidavit stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

10. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

11. SAVE HARMLESS

Contractor shall protect, indemnify, and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

12. OFFICIALS, AGENTS, EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is specified in the contract, pricing shall include all charges associated with a complete installation at the location specified.

14. INSURANCE

The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance. The Contractor shall furnish the IDL with a certificate of insurance executed by a duly authorized representative of the insurer(s), showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the IDL prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insured's and shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the IDL to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the IDL to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract.

a. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The policy shall provide coverage for bodily injury and property damage arising from the transportation, storage, handling or application of chemical herbicide agents as specified in this contract. Chemical liability coverage shall not be less than \$300,000 combined single limit per occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

b. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for all owned, non-owned, and hired vehicles used in the performance of services under this contract.

c. Workers Compensation

The Contractor will provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers' compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission, or proof that the Contractor is exempt from the workers' compensation requirement. Failure to provide a Certificate of Workers' Compensation Insurance or proof of exemption will result in termination of this Agreement. The IDL will not assume liability as an employer.

If the Contractor does not have employees and is not otherwise required to carry workers' compensation insurance under the laws of the State of Idaho, IDL will furnish workers' compensation insurance for work done under this contract unless otherwise specified in the

contract. The cost to IDL for furnishing such workers' compensation insurance will be added to the Contractor's quote price for purposes of evaluation only. In no event will said amount be paid to the Contractor.

The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the IDL evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

By requiring insurance herein, the IDL does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this contract.

15. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

16. APPOINTMENT OF REPRESENTATIVES

The State shall, at any given time, designate a COR of the operation. The Contractor shall designate an individual, in writing, who shall be responsible for proper compliance with all contract provisions which apply to the operation and who will be available on the site at all reasonable times for consultation with the COR.

17. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly themselves, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which they are an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids (Idaho Code Section 67-5726(1)).

18. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce the provisions of this contract shall be brought in State district court in Ada County, Boise Idaho. In the event any term of the contract is held to be invalid or unenforceable by a court, the remaining terms of this contract will remain in force.

19. SAFETY INFORMATION

The Contractor assumes full responsibility for the safety of his employees, equipment and supplies. All safety training is the responsibility of the Contractor.

All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

20. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

21. OWNERSHIP

All information furnished to the Contractor for its use pursuant to this Agreement shall belong to the IDL and shall be returned to the IDL in good order upon completion of the Agreement or upon

the IDL's request. All documents, reports, and any other data developed by the Contractor for the IDL in the performance of this Agreement shall become the property of the IDL. The IDL shall retain exclusive rights of ownership to all work produced by the Contractor under this Agreement.

22. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

23. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

24. ENTIRE AGREEMENT

This contract, with the State's Invitation to Request for Proposal or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

25. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances.
 - 1) Failure of the Contractor to perform any of the provisions of this contract.
 - 2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.
 - 3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
 - 4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - 1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.

- 2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
 - 3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.
 - d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.
 - e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

26. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

27. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the COR and shall not affect any rights of the State for the recovery of costs of the cleanup.

28. CAMPING ON STATE LAND

Contractor personnel may, with written approval from the IDL, camp during the contract period on State land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by the IDL Supervisory Area, be in compliance with State Land Board rules and regulations for fire prevention.

29. FIRE PREVENTION RESPONSIBILITIES

- a. The Contractor will adhere to the State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any IDL office. These rules and regulations will be outlined during the pre-work conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.
- c. Fire spreading through the contract area which is a result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

DIVISION B -- TECHNICAL SPECIFICATIONS

1. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

2. CONTRACT PERIOD

- a. This contract will become effective once signed by all parties.
- b. Approximate starting and completion dates are listed in the attached project description(s). IDL will provide at least three (3) days advance written notice or as determined by the COR, to the Contractor, giving both the starting date and time of day when a request for service is to commence. Some emergency situations may require a quick response in order to minimize damage to State property and the environment. Other situations can be planned out in advance with the COR.
- c. Unless stated otherwise in the project description, the contract term will run from the date of signature until March 31, 2017, with an option to renew upon mutual agreement of both parties under the same provisions and conditions for a maximum of two (2), one (1) year intervals with a total possible contract duration of three (3) years.
- d. Road maintenance work will not be permitted when frozen soil, excessive soil moisture, or inadequate soil moisture prevents satisfactory work completion as determined by the COR.

3. PERFORMANCE OF THE CONTRACTOR

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State to maintain the required production rate, to complete operations as prescribed herein, or failure to meet other terms of the contract, shall give the IDL the right to cancel the contract. Such cancellation shall not affect any rights of the State of Idaho for recovery of damages from any payment for services due Contractor herein before provided for in any action at law or in equity.

4. ITEMS TO BE FURNISHED BY THE CONTRACTOR

- a. The Contractor will provide all equipment, pertinent materials, labor including staff supervision, fuel, and incidentals necessary to complete all provisions of this contract except as may be noted elsewhere in this contract or by the COR. The Contractor will furnish an address and telephone number where he can be contacted within a twenty-four (24) hour period.
- b. The Contractor will be required to remove from site any culverts that have been designated for removal and dispose of them at a salvage yard or appropriate place.
- c. Other items as per the attached project description(s) or COR.

5. ITEMS TO BE FURNISHED BY THE STATE

- a. The State shall furnish a COR who will be qualified to explain the objectives and expectations of the project, answer questions, provide clarification, and to conduct periodic field inspections. COR shall be the primary IDL contact with the Contractor and shall act as the representative of IDL in all contract matters.

- b. Materials and supplies required to complete the work will be supplied by the State unless otherwise designated. Examples of supplies that will be provided include steel culverts and associated hardware, rip rap and surfacing rock, and appropriate filter fabric as required. The state will also provide copies of State Administrative maps and project maps of specific project areas.

6. REQUEST FOR SERVICE:

- a. A written description of additional work required under this contract that is not described in the project description or work supplement. The request will be initiated by the COR and agreed to in writing with the Contractor. Payment for work completed under a request for service will be made at the rate(s) set forth in Schedule A attached hereto. Additional equipment required and not listed on the Schedule A attachment will be hired at negotiated hourly rates not to exceed the Area's cooperative rates.

7. CONTRACT ADMINISTRATION

- a. The COR will administer the contract as required in all specifications. The COR will acquaint the Contractor with the specific project through pre-work conferences and conduct periodic field inspections.
- b. Disputes between the COR and the Contractor will be resolved by the State.
- c. The COR has the following authority in addition to that delegated in other portions of the contract:
 - 1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
 - 2) Make recommendations for payment.

8. GENERAL ROAD STANDARDS

Unless stated otherwise, all procedures and standards shall conform to those commonly used in the forest road building/construction/reconstruction profession, policies and procedures of the IDL, the Idaho Forest Practices Act (FPA), and as directed by the State.

The following general road standards will be followed unless otherwise designated by the COR or in the project description. Roads should be maintained to the standards that they were constructed unless upgrading of the road is required.

- a. Cut / fill and Running Surface:
 - 1) Running surface width will be maintained to the original width. Usually 12 to 18 feet depending on the type of road.
 - 2) Cut slopes will be 1:1.
 - 3) Fill slopes will be 1 ½:1.
 - 4) Running surface will be outsloped or insloped depending on the existing road design. The Contractor may also be required to change the slope of the running surface as designated by the COR.
 - 5) All running surface material shall remain on the crown of the road and not be side cast.
- b. Cross-ditches:
 - 1) Cross-ditches installed in roads shall slope diagonally out and down grade at an adequate angle to divert water from the road. Each ditch shall be cut into the roadbed,

tied to the cut bank, sloped to the shoulders, open at the lower end, and capable of diverting water flow completely off the road at that point.

- 2) Cross-ditch spacing shall be approximately as follows: 0-4% (road grad), 150 feet; 5-10%, 100 feet; 11% and greater, 50 feet; or as designated by the COR.
- 3) Cross-ditches in roads shall be located within 50 feet uphill of all culverts and/or fills except where diverted water will erode fill slopes or at locations designated by the COR.

c. Rolling cross-dip drainage Structures:

- 1) Rolling cross-dip drainage structures will be maintained or built into the road as needed or per COR.
- 2) The dip will be designed as described in the Project Description or per COR.
- 3) Spacing of the rolling cross-dip structures shall be as designated in the project description or in the request for service by COR.

9. GRADING

Roads will be graded at locations designated by the State by a request for service or as described in the project description.

- a. Work will include, grading the road surface, the berm on the outside edge shall be pulled in and incorporated into the running surface unless directed otherwise by the COR.
- b. Inside ditches shall be opened and material shall be incorporated into road surface or disposed of as directed by the COR.
- c. Culvert inlets opened and catch basin cleaned.
- d. Rolling dips and sediment traps maintained as directed by the COR.
- e. Roads will be watered in conjunction with grading when needed.
- f. Culverts damaged by grading operations will be repaired or replaced at the Contractor's expense.

10. INSPECTIONS AND PAYMENT

- a. Inspection reports will be furnished to the Contractor by the COR so that any deficiencies may be corrected as contract work progresses.
- b. Upon satisfactory completion of specific project work agreed upon under a request for service or as described in the project description or project supplement, the Contractor will submit a detailed invoice to the IDL for payment.
- c. If work on a specific project or part thereof fails to meet contract specifications, payment will be withheld on the unsatisfactory portion. The Contractor shall, at no additional expense to the State, re-work unsatisfactory areas or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in this contract for work satisfactorily completed.
- d. Payment schedules are specified in the attached project description(s) or agreed upon in the request for service. All payments even for work agreed upon in a request for service will be made at the rate(s) set forth in Schedule A attached hereto.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this contract to be executed effective this

_____ day of _____, 20_____, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By _____

By _____

Date _____

Date _____

Contractor's Social Security
or Employer Number

Taxpayer ID# (TIN)

Contractor's Phone/Contact No.

_____email

**IDAHO DEPARTMENT OF
LANDS CLW GRADING 2016
CONTRACT 17-226
WORK SUPPLEMENT**

PROJECT NUMBER: 40-1011-220-06*

* This contract spans several road management projects: 40-1007, 40-1008, 40-1009, and 40-1011. Individual bills will be made for the separate projects.

Approximate work project locations are shown on the attached maps.

PERIOD OF CONTRACT:

Contract work may commence after the Contractor has received a signed copy of the contract and has had a pre-work conference with the COR. All work listed in this work supplement must be completed by November 30, 2016. Completion of additional work timeframes will be agreed to in the request for service. This contract shall terminate on March 31, 2017 unless it is renewed. Up to two annual renewals may be granted if agreed upon by both parties and the rates remain at the original contract rates.

CONTRACT REQUIREMENTS:

This contract requires grading gravel roads in the Grangemont vicinity of the Clearwater Area which is approximately 10 air miles northeast of Orofino, Idaho. There are approximately 49 miles of road to be graded in 11 different segments. Depending upon use, some of the roads may require both a spring and fall grading. The State will notify the contractor of which roads to grade and the timeframe required. When given notification, the contractor will have 3 days to begin grading unless an extension is approved by the State*. In addition, the type of grading (full, maintenance, pull ditches, etc) will be given to the contractor for each segment. Any additional roads to be graded within the project area would be agreed upon by both parties and set at the same contract rates.

1. Grading will take place when adequate moisture is available from rainfall.
2. Water trucks will only be used with prior approval of the State.
3. Mobilization costs will be allowed up to a maximum of 2 hours per approved mobilization.
4. Culverts damaged by grading operations will be repaired or replaced at the Contractor's expense.
- 5.* If grading has not started within the designated time period after a soaking rain and the moisture content of the road has been lost, the contractor will be responsible for watering the road at his own expense in order to complete the grading within a required time period. Seasonal time periods are defined as: April 1st to June 15th for spring gradings and September 1st to November 1st for fall gradings. Outside of these seasonal times, if a midsummer grading is requested after adequate rainfall and the

natural moisture has been lost due to contractor delays, he will be required to water the road(s) at his own expense.

Equipment required: Grader (Cat 14G, 16, JD 16H equivalency).

4000 gallon water truck – or approved size (for approved road watering).

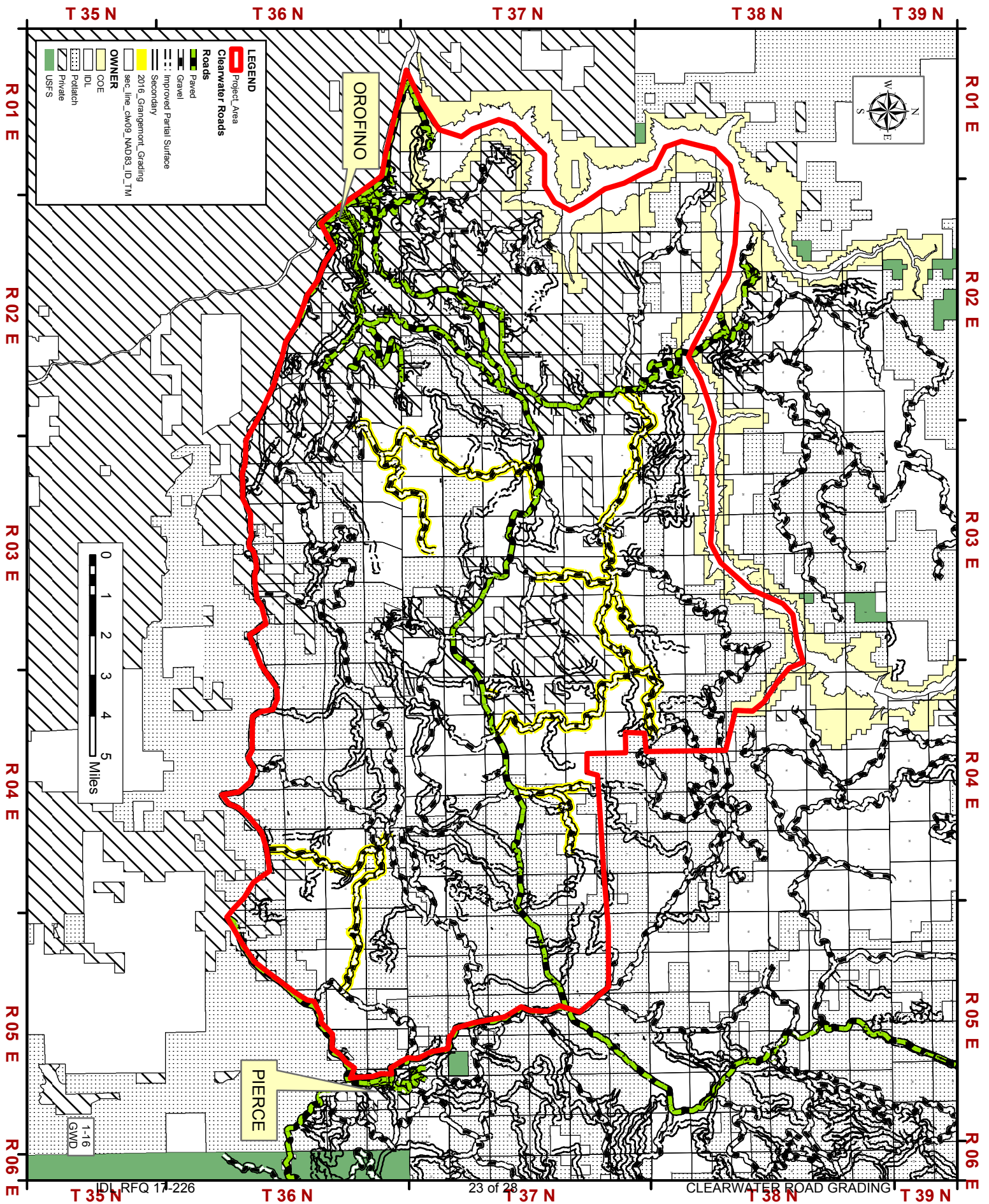
PAYMENT AND COMPLIANCE:

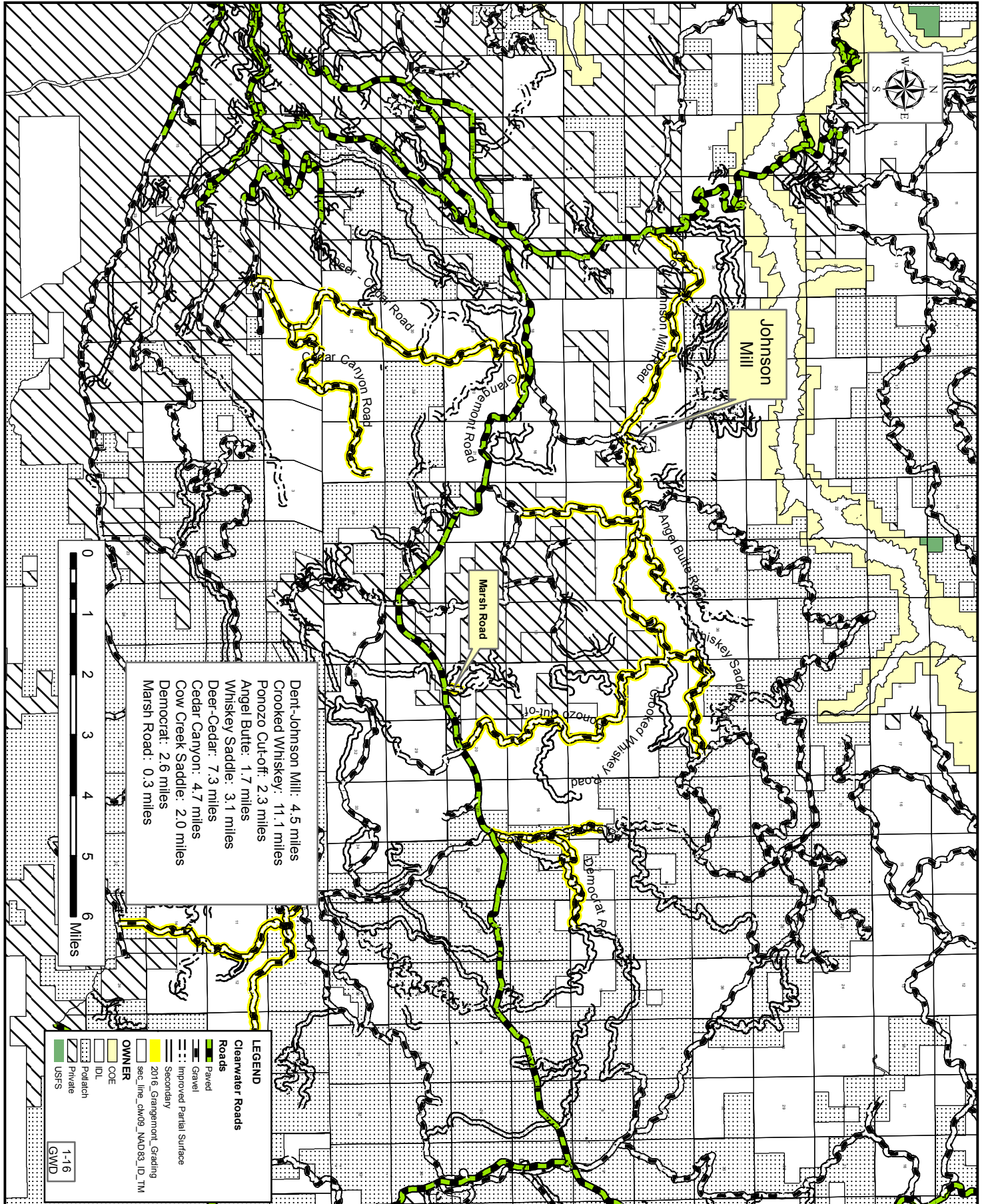
1. Payment shall be made when work is declared satisfactorily completed by the COR. When submitting a bill, the Contractor will itemize the number of equipment hours per designated segment of road (shown on project map).
2. Payment for work will be at the rates specified on the Schedule A.

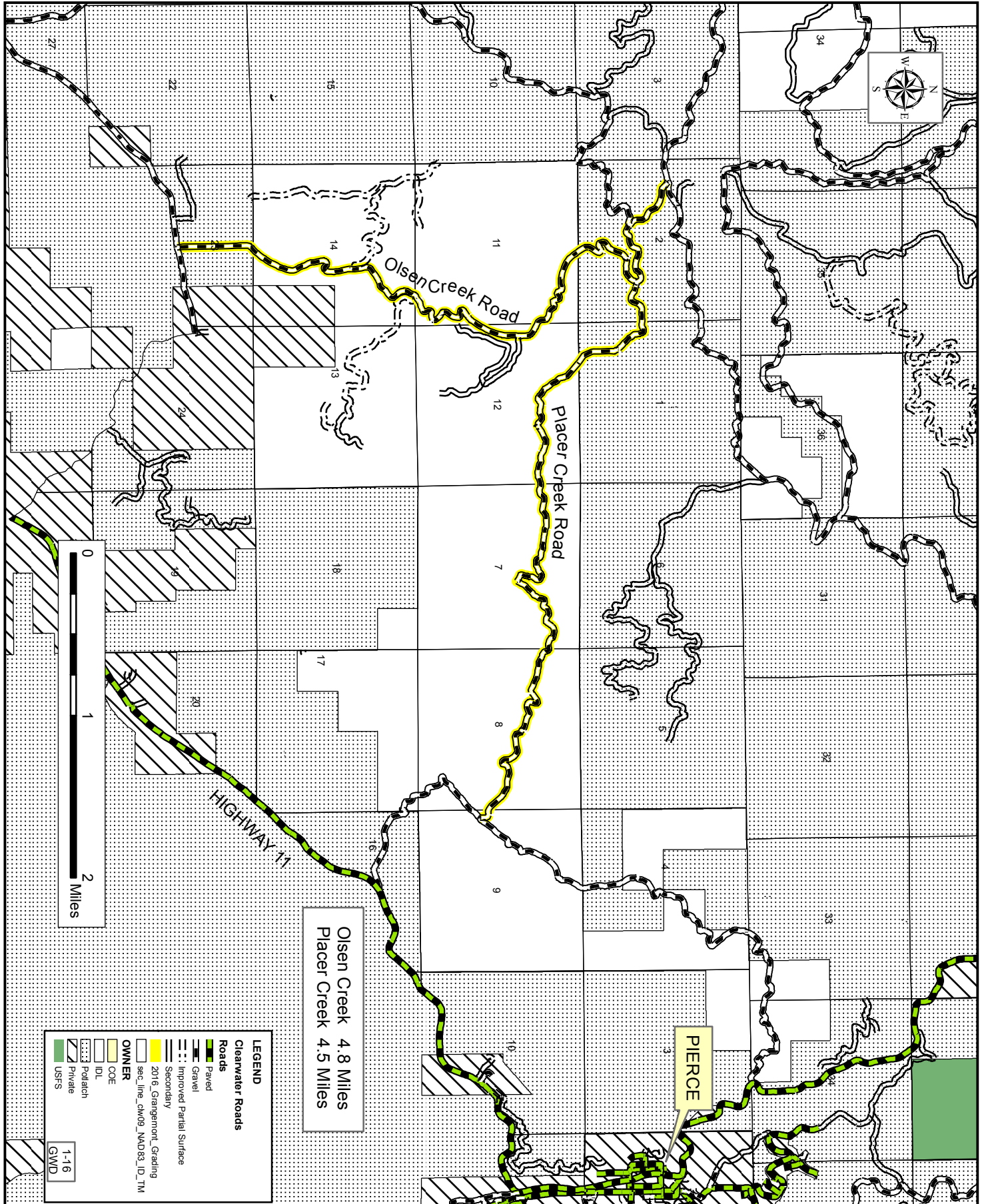
FURTHER INFORMATION:

Additional information will be available by contacting the address below:

Idaho Department of Lands
Clearwater Supervisory Area
10230 Hwy 12
Orofino, Id 83544
(208) 476-4587
Area Contact: Greg W. Dawson
E-mail: gdawson@idl.idaho.gov







AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

TO: IDAHO DEPARTMENT OF LANDS

In conjunction with contract number (_____), project number (_____) _____)

I, (_____), of (_____), do state that I:

- a) paid minimum wage;
- b) complied, to the best of my knowledge, with all labor laws;
- c) paid all debts incurred as a result of this contract; and
- d) relinquish any further claims against the State of Idaho under this contract, pending final payment for contract services rendered.

Affiant

Subscribed and sworn to me before this _____ day of _____ 20__.

Notary Public in and for _____

Residing at _____

My commission expires on _____

**IDL RFQ 17-226
CLEARWATER ROAD GRADING 2016
OFFEROR QUESTIONS**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the ITB section number that the question is for in the "ITB Section" field (column 2). If the question is a general question not related to a specific ITB section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "ITB Section" (column 2), and the attachment page number in the "ITB page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the ITB. The e-mail subject line is to state the ITB number followed by "Questions."

IDL RFQ 17-226 – CLEARWATER ROAD GRADING

Question	Section	Page	Question	Response
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